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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

ABEL CÁNTARO CASTILLO;
ALCIDES INGA RAMOS, and those similarly
situated,

Plaintiffs,

v.

WESTERN RANGE ASSOCIATION;
MELCHOR GRAGIRENA;
EL TEJON SHEEP COMPANY;
MOUNTAIN PLAINS AGRICULTURAL
SERVICE; ESTILL RANCHES, LLC; and
JOHN ESTILL

Case No.: 3:16-cv-00237-MMD-VPC

**SECOND PROPOSED STIPULATED
PROTECTIVE ORDER**

THIS MATTER comes before the Court on the Joint Motion for Entry of Stipulated
Protective Order submitted by Plaintiff Abel Cántaro Castillo and Defendant Western Range

1 Association (hereinafter the "Parties"), by which the Parties agree, and the Court finds, pursuant to
2 FRCP 26(c), that good cause exists to support the entry of a protective order over the discovery and
3 dissemination of certain information deemed confidential by one of the Parties. This Second
4 Stipulated Protective Order will expedite the disclosure of information and production of documents
5 protected by privilege or statutes, preserve the confidentiality of such information, protect privacy
6 interests of the Parties and non-parties, and help to avoid potential discovery disputes related to
7 information that is designated confidential. The Court, being fully advised, hereby ORDERS as
8 follows:

9 **GENERAL PROVISIONS**

10 1. In this action, at least one of the Parties has sought and/or is seeking Confidential
11 Material (as defined in paragraph 5 below). This Protective Order shall apply to all documents,
12 materials, and information that is sought by a party either from other parties to this litigation or from
13 any third party with possession or custody of Confidential Material during discovery, including
14 without limitation, documents produced, answers to interrogatories, responses to requests for
15 admission, deposition testimony, and other information disclosed pursuant to the disclosure or
16 discovery duties created by the Federal Rules of Civil Procedure. The Parties assert the disclosure
17 of Confidential Material outside the scope of this litigation could result in significant injury to one
18 or more of the Parties' business or privacy interests, and could result in significant injury to a third
19 party's privacy interests, as well as significantly erode the attorney-client privilege. The Parties have
20 entered into this Stipulation and request the Court enter this Protective Order for the purpose of
21 preventing the disclosure and use of Confidential Material except as set forth herein.

22 2. As used in this Protective Order, "document" is defined as designated in FRCP
23 34(a)(1)(A). A draft or non-identical copy is a separate document within the meaning of this term.

24 3. This Protective Order may be modified by the Court at any time for good cause
25 shown following notice to all Parties and an opportunity for them to be heard.

26 4. Nothing in this Protective Order shall prevent any party or other person from seeking
27 modification of this Order, from objecting to discovery that the party or other person believes to be

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1 improper, or from filing a motion with respect to the manner in which Confidential Material shall
2 be treated at trial. Nothing in this Protective Order shall prejudice the right of any party to contest
3 the alleged relevancy, admissibility, or discoverability of confidential documents or information
4 sought.

5 **CONFIDENTIAL MATERIAL**

6 5. "Confidential Material" means those documents or personal identifying information
7 that the designating party believes to be protected by law, including FRCP 26, and is designated by
8 one of the Parties in the manner provided in paragraph 15 below, the disclosure of which the
9 designating party believes may implicate the privacy interests of Plaintiff, Defendant, third parties
10 and/or information contained in confidential business records and communications by the
11 designating party or a third party with possession or custody of such information. Any information
12 designated by a party as confidential will first be reviewed by counsel, and designation will be based
13 on a good faith belief that the information is confidential and entitled to protection under the law,
14 including Rule 26. The documents or information so designated shall be deemed "Confidential
15 Material" subject to this Protective Order. Confidential Material does not include (a) any
16 information that is in the public domain at the time of disclosure to a Receiving Party or becomes
17 part of the public domain after its disclosure to a Receiving Party as a result of publication not
18 involving a violation of this Order, including becoming part of the public record through trial or
19 otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained
20 by the Receiving Party after the disclosure from a source who obtained the information lawfully and
21 under no obligation of confidentiality to the Designating Party.

22 6. Exercise of Restraint and Care in Designating Material for Protection. Each Party or
23 Non-Party that designates information or items for protection under this Order must take care to
24 limit any such designation to specific material that qualifies under the appropriate standards. The
25 Designating Party must designate for protection only those pages of a document which qualify as
26 Confidential Material, in order to avoid sweeping an entire document unjustifiably within the ambit
27 of this Order, where only some pages contain Confidential Material. Indiscriminate designations of
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1 confidentiality are inconsistent with this Order. If it comes to a Designating Party's attention that
2 information or items that it designated for protection do not qualify for protection, that Designating
3 Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

4 7. Confidential Material shall not be disclosed to any person or entity not a party to this
5 lawsuit except as expressly provided herein. Confidential Material shall only be used in this lawsuit
6 between the Parties to this lawsuit only, including any appeal. Confidential Material shall not be
7 disclosed to any person or entity other than the Parties to this suit, counsel who have entered an
8 appearance in this case and their staff, Judges, Magistrates, law clerks and other clerical personnel
9 of the Court before which the action is pending, and other individuals as designated in paragraph 10
10 of this Protective Order.

11 8. Any Confidential Material produced during the course of this action shall be used
12 solely for the purposes of this action between the Parties in this suit only, and shall not be disclosed
13 or used for any other purpose including, but not limited to, any business, commercial, competitive,
14 or publicity purpose. All obligations and duties arising under this Protective Order shall survive the
15 termination of this action.

16 9. Nothing herein shall prevent disclosure beyond the terms of this Order if this Court,
17 after notice to all affected Parties, orders such disclosure.

18 10. It shall be the responsibility of counsel to take reasonable and proper steps to ensure
19 that this Protective Order and all provisions hereof are made known to any person who shall examine
20 Confidential Material as provided herein. Counsel to the Parties are required to advise, instruct and
21 supervise all associates, staff and employees of documents to keep designated Confidential Material
22 confidential in the strictest possible fashion. Counsel and the Parties also agree to such treatment of
23 the information by themselves, and counsel will appropriately instruct their clients as to the
24 protected nature of the information produced pursuant to this Protective Order and the limitations
25 on its use and disclosure.

26 11. All Confidential Material including any and all copies thereof shall be kept by
27 counsel in an appropriately safe place, given its confidential status. Except as otherwise provided,
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1 access to any Confidential Material shall be limited solely to the following persons:

2 a. Counsel for the Parties and their associates, legal assistants, and other support
3 employees who have a demonstrable need for such disclosure in order to conduct this litigation, and
4 outside vendors retained by counsel for the Parties, including messenger, copy, coding and other
5 clerical services, including document processing and conversion, archiving and database services,
6 electronic data processing firms and personnel, translators and interpreters;

7 b. Plaintiff, Defendant, whether third party or otherwise, and any officers, directors,
8 agents, or employees of Plaintiff and Defendant who have a need for such disclosure in order to
9 conduct this litigation;

10 c. The author or recipient of a document containing the information or a custodian or
11 other person who otherwise possessed or knew the information;

12 d. The Court, persons employed by the Court, jury personnel, and stenographers
13 transcribing the testimony or argument at a hearing, trial or deposition in this action, or any appeal
14 therefrom;

15 e. Testifying or non-testifying experts who are not employees of the Parties and are
16 utilized for purposes of this litigation; but only after each such person has read this Protective Order
17 and consented in writing to be bound by the provisions thereof as indicated by execution of the
18 Agreement attached hereto as Exhibit A. If any such expert refuses to sign the Agreement, the
19 question whether the witness shall be shown and questioned about the Confidential Material shall
20 be presented to the Court;

21 f. Witnesses in the action to whom disclosure is reasonably necessary during their
22 depositions, and witnesses disclosed by any party pursuant to FRCP 26(a)(1)(A)(i); but only after
23 each such person has been given a copy of this Protective Order and consented in writing to be
24 bound by the provisions thereof as indicated by execution of the Agreement attached hereto as
25 Exhibit A. If any such witness refuses to sign the Agreement, the question whether the witness shall
26 be shown and questioned about the Confidential Material shall be presented to the Court;

27 g. Representatives of any insurance company holding a policy believed in good faith
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1 by any party to cover any claim in this lawsuit; but prior to disclosure to any insurance
2 representative, the insurance representative must be informed of and agree to be subject to the
3 provisions of this Protective Order requiring that the documents and information be held in
4 confidence, as indicated by execution of the Agreement attached hereto as Exhibit A;

5 h. With the exception of witnesses while testifying at trial, or persons who either
6 authored or previously received Confidential Material, such information may be disclosed to other
7 persons not authorized by this Protective Order only with the mutual agreement in writing between
8 and among counsel for the Parties, in advance of any disclosure to such person, only upon executing
9 the Agreement in Exhibit A.

10 12. Prior to disclosing any Confidential Material to any person listed in paragraphs 11
11 (a)-(h) above, counsel shall inform such person of this Protective Order and provide such person
12 with a copy of Exhibit A to be signed acknowledging that he or she has knowledge of this Protective
13 Order and agrees to be bound by its provisions. All such signed Agreements shall be retained by
14 counsel and shall be subject to *in camera* review by the Court if good cause for review is
15 demonstrated by counsel.

16 13. All copies, excerpts or summaries made, shown or given to those authorized hereby
17 and according to the provisions hereof shall be stamped to indicate the protected and confidential
18 nature of the disclosed information. Review of Confidential Material by counsel, experts or
19 consultants for the litigation will not constitute any waiver of the confidentiality of the document or
20 of any objections to production. The inadvertent, unintentional or *in camera* disclosure of
21 Confidential Material shall not, under any circumstances, be deemed a waiver, in whole or in part,
22 of any claims of confidentiality.

23 14. All Documents submitted to the Court which attach, quote from or refer to
24 Confidential materials shall be electronically filed under seal with reference to this Protective Order
25 to ensure that the Documents are protected as set forth in this Protective Order. Unless otherwise
26 permitted by statute, rule or prior court order, papers filed with the court under seal shall be
27 accompanied by a contemporaneous motion for leave to file those documents under seal, and shall
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1 be filed consistent with the court's electronic filing procedures in accordance with Local Rule IA
2 10-5. Notwithstanding any agreement among the parties, the party seeking to file a paper under seal
3 bears the burden of overcoming the presumption in favor of public access to papers filed in court.
4 *See Kamakana v. City & Cty. of Honolulu*, 447 F.2d 1172 (9th Cir. 2006); *Pintos v. Pac. Creditors*
5 *Ass'n*, 605 F.3d 665, 677-78 (9th Cir. 2010). In the event the Court refuses to allow the filing under
6 seal of such Information designated as Confidential, a party shall still be permitted to file such
7 Information, but it will continue to be treated as Confidential in all other respects. The Court's
8 ruling shall not preclude the filing of the document, or otherwise affect the confidentiality
9 designation.

10 15. If, through inadvertence, a party provides any documents or information containing
11 Confidential Material without designating the material as such, the party may subsequently inform
12 the other parties in writing of the Confidential Material status of the documents or information. The
13 parties in receipt of that inadvertently disclosed Confidential Material shall thereafter treat the
14 disclosed material as Confidential Material in accordance with the written notification of the
15 inadvertent disclosure. The Parties in receipt of the inadvertently disclosed Confidential Material
16 shall take reasonable steps to advise persons to whom disclosure was made prior to receipt of a
17 Confidential Material designation of such designation and of this Protective Order, but shall not
18 otherwise be required to retrieve or take any action to protect the confidentiality of information or
19 copies of documents disclosed prior to the receipt of the Confidential Material designation. If a party
20 produces any documents or information that is not designated as Confidential Material and which
21 another party believes is subject to designation as Confidential Material, the receiving party may
22 designate the material as Confidential Material by notifying the other Parties of the designation, and
23 if any other party disagrees with the designation, it may follow the procedure in Paragraph 15. If a
24 party inadvertently produces documents which are subject to the attorney-client privilege or work
25 product protection, the Parties shall follow the procedures of Fed. R. Evid. 502 and FRCP
26 26(b)(5)(B).

27 16. Where Confidential Material is produced, provided, or otherwise disclosed by a party
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1 in response to any discovery request, it will be designated in one of the following manners:

2 a. By imprinting the word "Confidential" on each Confidential page of any document
3 produced (in a manner that will not interfere with their legibility);

4 b. By imprinting the word "Confidential" next to or above any response to a discovery
5 request; and

6 c. With respect to transcribed testimony, whenever a deposition involves the disclosure
7 of Confidential Material, the confidential portions thereof shall be designated as Confidential and
8 subject to this Protective Order. Such designation may be made on the record during the deposition,
9 but must also be made by giving written notice to opposing counsel designating by page and line
10 number which portions are "Confidential" no later than 21 calendar days after receipt of the
11 transcribed testimony. During the 21-day period, counsel for the Parties shall treat the entire
12 transcript as if it had been designated as "Confidential."

13 17. A party may object to the designation of particular documents as Confidential
14 Material by giving written notice to the party designating the disputed information. The written
15 notice shall identify the information to which objection is made. The objection to a designation as
16 Confidential Material may be raised at any time. A Party does not waive its right to challenge a
17 confidentiality designation by electing not to mount a challenge promptly after the original
18 designation is disclosed.

19 All counsel shall then make a reasonable, good-faith effort to resolve the discovery dispute
20 without the need for judicial intervention in accordance with FRCP 26(c)(1) and FRCP 37(a)(1). If
21 those discussions are not fruitful, it will be the obligation of the party designating the information
22 as Confidential to arrange a telephone conference with the Court in accordance with the Court's
23 Civil Practice Standards. At the conclusion of the court-supervised conference, if the dispute over
24 confidentiality has not been resolved, it will be the obligation of the party designating the
25 information as Confidential to file an appropriate motion within ten additional days after the date of
26 the conference, requesting that the Court determine whether the disputed information should be
27 subject to the terms of this Protective Order. If such a motion is timely filed, the disputed information

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1 shall be treated as Confidential under the terms of this Protective Order until the Court rules on the
2 motion. In connection with any motion filed under this provision, the party designating the
3 information as confidential shall bear the burden of establishing that good cause exists for the
4 disputed information to be treated as confidential.

5 18. The termination of this action shall not relieve counsel or other persons obligated
6 hereunder from their responsibility to maintain the confidentiality of Confidential Material or
7 pursuant to this Protective Order, and the Court shall retain continuing jurisdiction to enforce the
8 terms of this Protective Order.

9 19. Three years from termination of this litigation, including any appeals, or at the
10 expiration of any longer time required by counsel's insurance or ethical obligations, counsel for any
11 party that has received Confidential Material shall destroy the Confidential Material.
12 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings,
13 motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
14 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work
15 product, even if such materials contain Protected Material. Any such archival copies that contain or
16 constitute Protected Material remain subject to this Protective Order

17 20. This Protective Order is not intended to address the admissibility of evidence at trial.
18 If a party seeks to limit the publication of Confidential Material at the trial or any hearing in this
19 matter, the burden shall be on the party seeking to limit the use of such information to obtain relief
20 from the Court in advance of the trial or hearing.

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21. If documents or information designated as Confidential Material in accordance with the terms of this Protective Order are made exhibits to briefs or pleadings, or if Confidential Material is quoted in a pleading, such exhibit or pleading shall be filed under seal.

DATED this 13th day of February 2020.

Respectfully submitted,



/s/ Ellen Jean Winograd

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Attorneys for Plaintiffs

1 The undersigned does hereby affirm pursuant to NRS 239B.030 that the preceding document
2 does not contain the social security number of any person.

3 By: 
4 Ellen Jean Winograd

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6 **CERTIFICATE OF SERVICE**

7 I hereby certify that on February 18, 2020, a true and correct copy of the foregoing was
8 served via the United States District Court CM/ECF system on all parties or persons requiring
9 notice.

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11 An Employee of Woodburn and Wedge
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1 UNITED STATES DISTRICT COURT

2 DISTRICT OF NEVADA

3 ABEL CÁNTARO CASTILLO;
4 ALCIDES INGA RAMOS, and those similarly
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5 Plaintiffs,

6 v.

7 WESTERN RANGE ASSOCIATION;
8 MELCHOR GRAGIRENA;
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SERVICE; ESTILL RANCHES, LLC; and
JOHN ESTILL

Case No.: 3:16-cv-00237-MMD-VPC

**ORDER ADOPTING PROPOSED
STIPULATED PROTECTIVE ORDER**

11 The attached proposed Stipulated Protective Order is hereby adopted.

12 **IT IS SO ORDERED.**

13 _____
14 UNITED STATES JUDGE or
MAGISTRATE JUDGE

15 DATED: _____
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